U.P. COOPERATIVE SUGAR FACTORIES FEDERATION LTD.
9-A, RANA PRATAP MARG, LUCKNOW
Telephone: (0522) 2200183 **Fax: (0522) 2627994**
(0522)2628310 **Email: upsugarfed@yahoo.co.in**
Website: www.upsugarfed.org

COMPETITIVE e-bidding
FOR
SUPPLY OF ONLINE STACK MONITORING SYSTEM REQUIRED FOR VARIOUS CO-OPERATIVE SUGAR FACTORIES IN UTTAR PRADESH

e-bid REFERENCE **:89/UPF/Tech/369/2022-23**

LAST DATE AND TIME FOR SUBMISSION OF E-Bids **: 17/03/2023 UPTO 6:55 PM**

DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids **: 18/03/2023 AT 11:15 AM**

PLACE OF OPENING OF e-Bids **: U.P. Cooperative Sugar Factories Federation Ltd. 9-A, Rana Pratap Marg, Lucknow.**

ADDRESS FOR COMMUNICATION **: Managing Director U.P. Cooperative Sugar Factories Federation Ltd. 9-A, Rana Pratap Marg, Lucknow.**

e-Bid E.M.D **: Rs. 3,00,000/-**

BANK DETAILS – RTGS/NEFT	ACCOUNT HOLDER NAME	-	U.P. COOPERATIVE SUGAR FACTORIES FEDERATION LTD. LUCKNOW
	BANK ACCOUNT NO.	-	53012823858
	BANK NAME	-	STATE BANK OF INDIA
	BRANCH	-	VIDHAN SABHA MARG, LUCKNOW
	IFSC	-	SBIN0060284

This Document Contains -- 36 Pages

It will be the responsibility of the e-Bidders to check U.P. Government e-Procurement website http://etender.up.nic.in for any amendment through corrigendum in the e-tender document. In case of any amendment, e-Bidders will have to incorporate the amendments in their e-Bids accordingly.

e-tender Document Processing /Cost +18 % GST: Rs **2360.00**

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UTTAR PRADESH COOPERATIVE SUGAR FACTORIES FEDERATION LIMITED

9-A, RANA PRATAP MARG,LUCKNOW

Ph no. 0522-2200183,2628310
E mail : upsugarfed @ yahoo.co.in **Website**
www.upsugarfed .org

Ref no.P- 90/UPF/Tech/369/2022-23 **Dated :03/03/2023**

SHORT TERM TENDER NOTICE

On line e-tenders are invited from manufacturers/Authorised dealer (as per details given in tender documents) for supply of Online Stack Monitoring System to various Cooperative Sugar Factories of U.P., technical bid is scheduled to open on 18.03.2023.

The e-tender documents with detailed specifications, make terms and conditions etc. can be downloaded from e-tender portal http://etender.up.nic.in & federation website www.upsugarfed.org.

The Managing Director Federation reserves the right to cancel any or all bids/annual e-bidding process without assigning any reason to & decision of federation will be final & binding.

(RAMAKANT PANDEY)
(MANAGING DIRECTOR)

INVITATION FOR e-BidS

Online e-bids are invited for SUPPLY OF Online Stack Monitoring System REQUIRED FOR VARIOUS CO-OPERATIVE SUGAR FACTORIES IN UTTAR PRADESH

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.

2. The e-Bid prepared in accordance with the procedures enumerated in ITB Clause 15 of Section -I should be submitted through e-Procurement website http://etender.up.nic.in.

3. The tender document is available at e-Procurement website http://etender.up.nic.in or Federation's website www.upsugarfed.org from 03/03/2023 at 6:55 PM. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

(a)	Date of publication of e-tender notice & availability of Tender Document	Tender Notice has been published over e-Procurement website http://etender.up.nic.in and Federation's website www.upsugarfed.org and tender Document will be available from at 03/03/2023 6:55 PM at e-Procurement web site http://etender.up.nic.in and Federation's website www.upsugarfed.org
(b)	Availability of tender document on website	03/03/2023 from 6:55 PM at e-Procurement web site http://etender.up.nic.in and Federation's website www.upsugarfed.org
(c)	Clarification start date & time	03/03/2023 from 6:55 PM
(d)	Clarification end date & time	17/03/2023 upto 2:00 PM
(e)	Corrigendum can be uploaded	17/03/2023 upto 2:00 PM
(f)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	03/03/2023 from 6:55 PM
(g)	e-Bid submission end date & Time	17/03/2023 upto 6.55 PM
(h)	Online technical e-Bid opening date & time	18/03/2023 at 11:15 AM

(i)	Venue of opening of technical & financial e-Bids	U.P. Cooperative Sugar Factories Federation Ltd. 9-A, Rana Pratap Marg, Lucknow.
(j)	Contact officer	Name: Mr. Vinod Kumar General Manager (P) Tel No: PBX (0522)-2615722, 2612849, Fax: (0522) 2627994, (0522)-2616884, Mob:- 7880888809
(k)	Cost of e-Bid document	Rs 2360.00 (Rupees Two Thousand Three Hundred Sixty Only) (Non-refundable)
(l)	e-Bid E.M.D	Rs 3,00,000/- (Rupees Three Lacs Only)
	Earnest Money	Earnest Money & Tender Fee Deposited in Favour of U.P.Coop. Sugar Factories Federation Ltd through RTGS/NEFT/NET BANKING/D.DRAFT. The Details are as under. **Name of Benificary** :- U.P.Coop. Sugar Factories Federation Ltd **Bank Account No** :- 53012823858 **IFSC Code No** :- SBIN0060284 **Name of Bank Branch** :- Vidhan Sabha Marg Lucknow.

4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table through R.T.G.S./N.E.F.T. in favour of U.P. Cooperative Sugar Factories Federation Ltd (herein after referred as UPSUGAR FED/Purchaser) payable at Lucknow. The UTR number of transaction regarding N.E.F.T./R.T.G.S. along with the e-Bids should reach the office of UPSUGAR FED/Purchaser at Lucknow before opening of technical e-Bid.

5. All e-Bid must be accompanied by e-Bid Earnest Money Deposit (EMD) in the form of N.E.F.T./R.T.G.S., drawn in favour of U.P. Cooperative Sugar Factories Federation Ltd., Lucknow. The UTR number of transaction regarding N.E.F.T./R.T.G.S. along with the e-Bids should reach the office of UPSUGAR FED/Purchaser at Lucknow before opening of technical e-Bid. No Interest would be payable on e-Bid (Earnest Money) deposited with the Federation.

6 The Federation reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of Federation will be final and binding.

7 In the event of date specified for e-Bids opening being declared a holiday for Federation's office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.

8 All the required documents including Price Schedule/BOQ should be uploaded by the e-Bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.

9. The companies/firms who are registered at e-Procurement portal for e-tendering with UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226002, would only be eligible for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All companies/firms who have not registered themselves with UPLC Ltd ,Lucknow for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC Ltd, Lucknow along with registration fee of Rs. 6000.00 (Rupees Six thousand only) for participating in this e-tender and other e-tenders of U.P.Govt. Departments.

The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees of Rs.1500.00 (Rupees One thousand five hundred only). The companies/firms may contact the officials on phone numbers (0522) 4130303 Extn 305 & 307, 09721451211, for their Registration/Digital Signature Certificate related queries. The registration fee may also be deposited through RTGS. The details of RTGS are as under:

M/s U.P. Electronics Corporation Ltd,
Punjab National Bank
Ashok Marg, Lucknow
A/C No. 7177002100000669
IFS code- PUNB0717700
Rs.6000/-

For E-Tendering Enquiry Please Contact Following Persons

01. Sri Rritvik Saxena - 09415526023,07880888823 Federation
02. Sri Vipul Srivastava (Federation) - 07800001845

SECTION I : INSTRUCTIONS TO BIDDERS (ITB)

(A) THE BID DOCUMENT

1-Cost of e-Bid

a) The bidder shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Cooperative Sugar Factories Federation Ltd, Lucknow hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.

b) This tender document is available on the web site **http://etender.up.nic.in** and **www.upsugarfed.org** to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay e-Tender document fee of **Rs 2360.00 (Rupees Two Thousand Three Hundred Sixty Only)** in RTGS/ NEFT/ NET BANKING only payable in favour of U.P. Cooperative Sugar Factories Federation Ltd, Lucknow. This e-tender document fee of Rs. 2360.00 will be non-refundable.

2-Contents of e-Bid Document

2.1 The goods required to be supplied; e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:
Invitation for e-Bid

Section I : Instruction to bidders (ITB);
Section II : Conditions of E-tender/ Contract (CC),
Section III : Technical e-Bid;
Section IV : Financial e-Bid;

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the bidder's risk and may result in rejection of the said e-Bid.

3-Clarification of e-Bid Document

A prospective bidder requiring any clarification of the e-Bid document may raise his/her point of clarification through Bid Management Window after successfully login to the e-Procurement website http://etender.up.nic.in. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view e-tender details window for e-tender which can be selected through my tender option of e-Bid submission menu. The clarification will be replied back by the Purchaser through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The Purchaser may also respond to clarifications raised by the prospective bidders on Purchaser's e-mail address upsugarfed@yahoo.co.in.

4. Amendment of e-Bid Document

4.1 At any time prior to the deadline for submission of e-Bid, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website http:// etender.up.nic.in and Purchaser's web site www.upsugarfed.org through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.

4.2 It shall be the sole responsibility of the prospective bidders to check the web site http://etender.up.nic.in and www.upsugarfed.org from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Purchaser shall not be responsible for it.

4.3 In order to allow prospective e-Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Purchaser, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website http://etender.up.nic.in and Purchaser's web site www.upsugarfed.org.

(B) PREPARATION OF e-Bid

5 Language of e-Bid

5.1 The e-Bid prepared by the bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the bidder and the Purchaser shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

6 Documents Constituting the e-Bid

6.1 The e-Bid prepared by the bidder shall comprise the following components:

(a) **Technical e-Bid** - Technical e-Bid will comprise of :

(i) **Fee Details** includes copies of e-tender document processing/Cost and e-Bid Earnest Money Deposit furnished in accordance with ITB Clause 12 in PDF format.

(ii) **Qualification Details** – includes copies of required documents as per ITB Clauses 10 and 11 in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and that the goods and ancillary services to be supplied by the bidder conform to the e-Bid document and Technical Specifications.

(iii) **e-Bid Form** – includes copy of filled in e-Bid Form as per Section-III(A) of e-tender document in PDF format justifying that the bidder is complying with all the

conditions of the Contract and Technical Specifications of the e-Bid Document as no deviation will be acceptable to the Purchaser.

(iv) **Technical Specification Details** – includes copy of filled in Technical Specifications as per Section-III(C) of e-tender document in PDF format.

(b) **Financial e-Bid** – Financial e-Bid will comprise of :

(i) **e-Bid Form** – includes copy of filled in e-Bid Form as per Section-IV (A) of e-tender document in PDF format.

(ii) **Price Schedule/BOQ** includes Price Schedule/BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

7-e-Bid Form

7.1 The bidder shall complete the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document, including the goods to be supplied, their quantities and prices in the format given in the e-Bid document.

8 e-Bid Price

8.1 The bidder shall quote separately in the downloaded spread sheet file for the Price of Online Stack Monitoring System to be supplied.

8.2 The price – ex-works basis.

(a) Basic Rate of Online Stack Monitoring System is inclusive of packing & forwarding, loading charges, transit insurance and other relevant miscellaneous expenses and exclusive of transportation charges, GST against INPUT TAX CREDIT benefit. It also includes three years AMC of the equipment along with data air, water & tubewell data transfer to CPCB. The bidder has to submit relevant papers to the concerned mill to claim input tax credit.

8.3 Basic Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account subject to ITB Clause 25.1. A e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

9 e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

10 Documents Establishing bidder's Qualification

10.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its Technical e-Bid, documents establishing the bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.

The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in Section III (D) of e-tender document.

11 Documents Establishing Goods' Conformity to e-Bid Documents

11.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, documents establishing the conformity to the e-Bid documents of all goods and services which the bidder proposes to supply under the contract. The documentary evidence should be in the PDF file format.

12 e-Bid Earnest Money Deposit (EMD)

12.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, an e-Bid EMD of 3,00,000/- (Rupees Three Lacs only) in form of RTGS / NEFT/NET BANKING, in favour of U.P. Cooperative Sugar Factories Federation Ltd., Lucknow. No Interest on EMD will be paid. The UTR number of transaction regarding the RTGS/NEFT/NET BANKING must be submitted along with the e-bid. E.M.D of the successful bidder will be converted into security money.

12.2 The e-Bid E.M.D is required to protect the Purchaser against the risk of bidder's conduct which would warrant the EMD's forfeiture, pursuant to ITB Clause 12.7.

12.3 The e-Bid E.M.D shall be in Indian Rupees and shall be in the following forms only: A RTGS/NEFT/NET BANKING payable in favour of U.P. Cooperative Sugar Factories Federation Ltd at Lucknow.

12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by the Purchaser.

12.5 Unsuccessful bidder's e-Bid E.M.D will be returned upon the written request through NEFT/R.T.G.S. as promptly as possible after the expiration of the period of e-Bid validity prescribed by the Purchaser, pursuant to ITB Clause 13.

12.6 If the supplier/bidder is registered with M.S.M.E./Startup should submit the such order, quality and performance report for only one year of material supply to participate in the e-tender. If the tender is final in favour of the supplier registered in the M.S.M.E..Startup, such bidder will have to submit Security Money as per tender document.

12.7 **The successful bidder's e-Bid E.M.D will be converted in security.**

12.8 The e-Bid E.M.D may be forfeited:

(a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or

(b) in case of a successful bidder, if the bidder fails:

(i) to sign the Contract with the Purchaser in accordance with ITB Clause 28; or

(ii) to furnish performance security in accordance with ITB Clause 29.

(iii) to deliver goods/service as per rate contract as per delivery schedule

13 Period of Validity of e-Bid

13.1 e-Bid shall remain valid up to 90 days and the Rate contract for the period up to which the crushing of season 2023-24 continues of the cooperative factories of federation or 30/06/2024 whichever is later after the date of e-Bid opening prescribed by the Purchaser, pursuant to ITB Clause 16. An e-Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid security. A bidder granting the request will not be required nor permitted to modify its e-Bid.

14 Format and Signing of e-Bid

14.1 The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.

14.2 The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract.

15. Submission of e-Bid

The Bid Submission module of e-Procurement website http://etender.up.nic.in enables the bidders to submit the e-Bid online in response to this e-tender published by the Purchaser. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible.

The bidders have to follow the following instructions for submission of their e-Bid:

15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website http:// etender.up.nic.in. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 10.

15.2 In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 15.1 above.

For successful registration of DSC on e-Procurement website http://etender.up.nic.in the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website http://etender.up.nic.in is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 15.1 and 15.2 above even before e-Bid submission date starts. The Purchaser shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).

15.4 After clicking the 'Pay Online' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD online payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the online payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details.

15.5 Next the bidder should upload the Technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details as per "ITB Clause 10 or 21", e-Bid Form as per "Section-III(A)" and Technical Specification details as per "Section-III(C):Technical Specifications" and Financial e-Bid documents as per "Section-IV(A):e-Bid Form" and "Section-IV(B):Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

15.6 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

15.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.

15.8 Purchaser reserves the right to cancel any or all e-Bids without assigning any reason.

16-Deadline for Submission of e-Bid

16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website http://etender.up.nic.in not later than time 17/03/2023 6.55 P.M and the date as mentioned on page 4 (as the server time displayed in the e-Procurement website).

16.2 The Purchaser may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document in accordance with ITB Clause 4, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late e-Bid

17.1 The server time indicated in the Bid Management window on the e-Procurement website http://etender.up.nic.in will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

18 Withdrawal and Resubmission of e-Bid

18.1 At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website http://etender.up.nic.in. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the ”Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

18.2 The bidder has to request the Purchaser with a letter, attaching the proof of RTGS/ NEFT/ NET BANKING and submission of e-Bid EMD in the office of Purchaser, to return back the e-Bid security/EMD as per the manual procedure.

18.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder’s forfeiture of his/her e-Bid E.M.D, pursuant to ITB Clause 12.7.

18.4 The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website http://etender.up.nic.in. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided in clauses 15.4 to 15.7.

18.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

18.6 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

(C) e-Bid OPENING AND EVALUATION OF e-Bid

19(A) Opening of Technical e-Bid by the Purchaser

19.A-1 The Purchaser will open all technical e-Bids, in the presence of purchase committee at 11:15 AM on 18/03/2023 U.P. Co-operative Sugar Factories Federation Ltd, 9-A, Rana Pratap Marg, Lucknow. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

19.A-2 The name of such bidders not meeting the Technical Specifications and qualification requirement shall be informed by e-mail/telephone call subsequently.

19.A-3 The Purchaser will prepare minutes of the e-Bid opening.

19 A-4 Managing Director reserves the right to postpone the date and time of opening of Technical & Financial E-Bid in unavoidable circumstances and all the bidders will be informed.

19(B) **Opening of Financial e-Bid**

B-1 After evaluation of technical e-Bid, the Purchaser shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Purchaser will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Purchaser. The notification may be sent by letter, fax or by e-mail.

B-2 The financial e-Bids of technically qualified bidders shall be opened on 21/03/2023 at 01:00 PM.

B-3 The Purchaser will prepare the minutes of the e-Bid opening.

20 Clarification of e-Bid

20.1 During evaluation of e-Bid, the Purchaser may, at its discretion, ask the bidder for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing.

21 Evaluation of technical e-Bid and Evaluation Criteria

The Purchaser will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required e-tender fee, e-Bid EMD and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

The bidders shall submit the scanned copies of following as documentary proof for evaluation of their technical e-Bids:-

21.1 Original manufacturers/Authorised channel partner/Authorised dealer having experience of supply of Online Stack Monitoring System to sugar mills and other industries of government and private sector will have to submit the certificate from SSI/NSI/DI.

21.2 The bidder shall provide report/evidence of successful operation of at least 01 number stack monitoring system during last 03 years.

21.3 The bidder shall submit required documentary proof, failing which the tender shall be rejected.

21.4 The bidder shall submit the copies of the detail of E.M.D.

21.5 The bidder shall submit the copies of registration certificate of industries department of the state.

21.6 The bidder shall submit the copies of orders for satisfactory supply of Online Stack Monitoring System to sugar factories of Govt and private sector during last three years (2019-20, 2020-21 & 2021-22) along with performance certificate.

21.7 The Bidder/supplier has to submit annual turnover report duly signed by Chatered Accountant of last 3 years which must be not less than Rs. 50.00 Lakhs.

21.8 The bidder shall submit the CA membership and UDIN number.

21.9 The bidder shall submit the copies of the last submitted Income Tax Return & PAN card (copy self attested).

21.10 The bidder shall submit the copies of the details of GST registration.

21.11 The bidder shall submit the documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents.

21.12 The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Purchaser shall be rejected and may not be subsequently made responsive by the bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender

document or are not in conformity with the conditions of the contract shall be rejected.

21.13 It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.

21.14 The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the bidders having financial bid document in the technical bid will out rightly be rejected.

22 Financial Evaluation and Comparison of e-Bid

22.1 The Purchaser will evaluate and compare the financial rates of individual items quoted in the price schedule/BOQ of e-Bids of those bidders whose technical e-Bids are found responsive as per the conditions of the e-tender only for those items of the bidders which have been technically accepted by the Purchaser.

22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid security may be forfeited.

22.3 No weightage/preference shall be given to the bidder quoting any higher technical specifications against the technical specifications of the items asked in the e-tender.

22.4 The Purchaser's evaluation of Financial bid shall be based on basic rate/price quoted by Bidder. The price of incidental services, freight, insurance and other costs within India incidental to the delivery of the goods to their final destination shall be as mentioned in para 8.2 of ITB.

22.5 The Financial Bids will be opened by Tender Evaluation committee (TEC). Bid opening on date and time to be communicated to all the technically qualified Bidders. The commercial quotes of the lowest Bidder shall be notified as L-1. The Quantity offered by the L-1 shall be first taken into consideration.
The name of Bidder, Bid Prices etc shall be announced at the meeting. The commercial quotes of the lowest Bidder shall be notified as L-1. The Quantity offered by the L-1 shall be first taken into consideration.

a) In case L-1 offers to supply the complete order quantity and is assessed to have the adequate capacity to supply the complete order quantity as per the delivery schedule by the Tender Evaluation committee (TEC) then L-1 shall be contracted to execute the complete supply order.
b) In case L-1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per the delivery schedule by the Tender Evaluation committee(TEC) then the L-1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be allotted to subsequent bidder(s) provided the successful Bidder(s) are ready to offer the quantity at the rates quoted by L-1.
c) The quantity resulting from the split as mentioned above in case(b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to manufacture and supply.
d) In case L-1 backs out, the RFP shall be cancelled & Bids shall be invited again L-1 shall however be blacklisted from participating in any future bidding and are liable for legal action taken by UPSUGAR FED.

23. Contacting the Purchaser

23.1 Subject to ITB Clause 20, no bidder shall contact the Purchaser on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, he/she can do so in writing

23.2 Any effort by a bidder to influence the Purchaser in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.

(D) AWARD OF CONTRACT

24 Award Criteria

24.1 The Purchaser will determine to its satisfaction whether the bidder(s) that is selected as having submitted the lowest rate (L-1) evaluated responsive bid meets the criteria specified in ITB Clause 10.2, and is qualified to perform the contract satisfactorily.

24.2 Subject to ITB Clause 26, the Purchaser will award the contract to the lowest rate (L-1) evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

24.3 The Purchaser's evaluation of Financial bid shall be based on basic Rate/Price quoted by Bidder. The price of incidental services, freight, insurance and other costs within India incidental to the delivery of the goods to their final destination shall be as mentioned in Para 8.2 of ITB.

25 Purchaser's right to vary Quantities at the Time of Award

25.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, depending upon the requirement of end-customer. The purchaser may also increase or decrease the quantity even after award of contract up to the validity period of E-bid.

25.2 If any taxes/duties are increased/ decreased by the Government during the contract period, the same shall be adjusted mutually after submitting the proof by the successful bidder to the Purchaser.

26 Purchaser's right to accept any e-Bid and to reject any or all e-Bids

26.1 The Purchaser reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

27-Notification of Award

27.1 The Purchaser will notify the successful bidder in writing by letter/e-mail/ that its e-Bid has been accepted. Normally it will be informed within 30 days after opening of E-commercial/financial bid except in unavoidable circumstances.

27.2 The notification of award will constitute the formation of the Contract.

28-Signing of Contract

As the purchase notifies the successful bidder that its e-bid has been accepted, the purchaser will inform to the bidder accordingly.

29- Performance/ Supply Security

The successful bidder shall furnish the 5% guarantee for timely delivery, Installation & 5% guarantee for satisfactory performance of equipment for Three year in concerned mill society. The EMD deposited by the party shall be converted into security money but No interest will be paid on EMD/Security. The security deposited with Federation shall be subjected to timely & satisfactorily supply of ordered material & on full & final adjustment of claims/dues or our units recoverable from them after deducting penalty if any.

30. The Bidder shall upload all required documents strictly at the time of filling e-Tender. No document will be accepted by hand at time of Opening Tender Processing.

I. **Point of Qualification of Bid-**
The bidder should provide report/evidences of successful installation & operation of at least 01 nos same type of equipment during last 3 years on the date of opening of the bid.

II. **Point of Disqualification of Bid-**
Even if the applicant meets eligibility Criteria and PQC he may be subject to disqualification if he or any of the constituent partner is found to have made the following.

a. Misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirement,
b. Bidders on account of currency of debarment by any Government agency.

SECTION II: CONDITIONS OF E-Tender/CONTRACT (CC)

Only original manufacturers/authorized channel partner/authorized dealers of the equipment fulfilling the required conditions of tender document are eligible to participate in the tender.

1. Price

1. The price should be quoted by the bidders on ex-works basis. This will include basic price, packing and forwarding, Transit Insurance, Octori or any other charges, and exclusive of freight and GST against INPUT TAX CRDEIT benefit. The supplier is required to submit the relevant documents to avail INPUT TAX CRDEIT benefit.
2. The final rates mentioned in the tender shall remain firm & no escalation of rates will be entertained.
3. Any change in the rate of GST by the GOVT. may be accepted provided documentary proof of the same is submitted for approval.

2. **DESPATCH OF MATERIAL**

I. The material should be dispatched as per instructions given by the mill society. The material sent by Road Transport should be sent through the reputed Bank approved transport Co. and duly covered with transit Insurance. Seller will ensure that the goods are insured to avoid any loss or damage during transit.(if applicable).

II. The supply of material shall be made as per quantitative requirement and specifications given in the order. The excess quantity of supply will not be accepted and will have to be taken back by the supplier at their own cost and risk.

3. **Earnest money (Interest Free)**

Each bidder should submit a RTGS /NEFT/NET BANKING of a nationalized bank for Rs.3,00,000/-(Rs Three Lacs only) in favour of U.P. Cooperative Sugar Factories Federation Ltd, payable at Lucknow representing earnest money. The tenders without earnest money as above shall not be entertained (Central/State Government agencies or organizations are exempted from the requirement of EMD)

4. **Insurance**:- The supplier will insure the material to avoid any loss or damage during transit. The Charges will be paid by supplier on presentation of necessary certificate /document stipulated in the tender form.

5. **PACKING & FORWARDING**:

The supplier should ensure dispatch of material (as per direction by mills) in secured & sound packing conditions to avoid any damage during transit. The packing list will be kept inside each packet to factories for easy checking of material at the time of opening at factory stores. (If applicable)

6. **PAYMENT TERMS**:

(i) 10% payment as advance against bank guarantee,

(ii) 70% payment (with GST) payment will be made after receipt of material at factory site. 80% payment eligible if 10% advance not taken.

(iii) 15% payment for timely completion of installation,errection & commissioning of wet scrubber system,

(iv) 5% payment against bank guarantee for satisfactory performance up to three year.

7. **Inspection & Rejection**.

The material should strictly conform to the specifications given in the rate contract/order. The authorized representative of the National Federation and Mill Society will jointly inspect the material at supplier works/godown before dispatch/taking delivery. The supplier has to provide all facilities in the process of inspection. The sub-standard material and material not conforming to the specifications will be rejected by the mill society.

8. **SANCTITY**

The Purchase order is final agreement between supplier and the mill society. Any terms and conditions of enquiry/letter, tender /quotation or any other documents inconsistent with the terms of purchase order will have no effect and will be null and void.

9. **Delivery & Penalty**:

(i) Delivery period should be as given in our tender document for a particular item. The material should be supplied within this period which will be counted from the date of issue of commercially and technically clear order by the mill societies as per the terms of Rate Contract.

(ii) If the material is not delivered within stipulated period, the buyer reserves the right to return the goods at the cost and expenses of the supplier and shall recover all losses made in arranging supplied from other sources. The buyer also reserves the right to cancel the order and may claim all the amount paid against the order together with interest along with all expenses incurred by the buyer in addition to the loss mentioned above.

(iii) 0.5 percent of the Contract Price shall be deducted from the respective invoices by the factory for goods delayed beyond the date of contracted delivery/commissioning of on line stack monitoring system for every completed week of delay but not exceeding 5% of the Contract Price of undelivered goods Failure to supply and risk purchase clause:-

If the supplier fails to supply any store material in accordance with the terms and conditions as provided in the Rate contract or fails to replace the material rejected by the sugar factories, within the time stipulated the sugar factories shall at the risk and cost of supplier and without any notice or reference to him be entitled to purchase stores (of the same specifications) from any other source and at such price as the sugar factories shall in their sole discretion think fit and if such price shall exceed the rate set out in the rate contract, the supplier shall be liable to pay the sugar factory, the difference between the price at which such stores have been purchased by the sugar factories and at the price set out in the rate contract in addition to penalty and damages as set out in the rate contract.

10. **Arbitration**

Solely for the purposes of settlement of any dispute arising between the parties out of this agreement, the contractor shall be treated as an agent of the mill and any dispute arising out and between the parties to this agreement shall be referred to arbitration to the Registrar in accordance with Section 70 of the U.P. Cooperative Societies Act, 1965.

11. In case of non compliance of the conditions of the contract the Managing Director of Federation shall have the power to rescind, cancel and annul the contract, between the Purchaser and the Supplier apart from black-listing the Supplier, and in that event, the sum deposited towards security shall be forfeited and the Supplier shall be further liable to pay actual amount of loss and damages as provided in Indian Contract Act to

U.P. Cooperative Sugar Factories federation Ltd to the extent the same exceeds the security money.

12. The bidder who are awarded with the rate contract/ order shall supply the material directly to our mill societies and in no case they shall be allowed to appoint their dealers for supply of material. The manufacturers, who do not supply the material directly, may direct their dealers to participate in the tender and obtain rate contract/order directly from Federation. However material has to be dispatched from Principal's Godown directly.

13. In case of any dispute between the Supplier and buyer the Hon'ble Allahabad High Court of judicature at Lucknow and Courts sub-ordinate there to of the District in which the mill is situated shall alone have jurisdiction to the exclusion of all other courts.

14. In complete tender or those without the prescribed EMD may be rejected.

15. The supplier should be registered with the GST department so that they may provide INPUT TAX CREDIT for the items on which the same is available. They will provide all necessary documents such as GST Invoice etc to our mill societies for enabling them to claim INPUT TAX CREDIT from the GST Department wherever applicable. In case of GST included in rates then the related documents will have to be furnished by the party, failing which amount of GST as per prevailing rate/rates will be deducted from payment made by the factory.

16. If the rates stipulated in the RC/order of the federation/Mill society are higher in comparison to the supplies made by your firm to other sugar factories of U.P. State Sugar Corporation, the amount due to such rate difference is recoverable from the supplier. Charging of higher rates may also make the supplier liable for cancellation of rate contract together with considering black listing their firm and forfeiting the security money/E.M.D.

17. The Purchaser reserves the right to reject any or all tenders without assigning any reason. The Purchaser also reserves the right to amend or altogether change the terms & conditions in the overall interest of the Organization before finalization of the Purchase order.

18. The bidder should mention the guarantee/warranty period of items to be supplied to our mill society. In case the supplied materials fails within this stipulated period, the same shall be replaced by the supplier on free of cost basis.

21. The Federation reserves the right to issue rate contract/ order to one single supplier (tender) to distribute the same amongst several suppliers on the basis of lowest rate received. For supply of materials under Federation Rate contract, the Federation reserves sole right to make allotment and re-allotment of sugar mills, whichever required among the suppliers, selected for rate contract during validity of Rate contract.

19 For any other more details/clarifications regarding specifications etc. please contact the technical representatives of our sugar mill.

20. Pre dispatch Inspection of the equipment shall be done by the concerned sugar factory's representative along with representative of National Federation before the

dispatch of equipment for which at least 15 days clear notice to be given to concerned sugar factory by the supplier.

21. Erection & Commissioning shall be done by the supplier staff. Free boarding & lodging shall be provided by the factory to the engineer/Technical staff of the party.

22. The required drawing of the equipment shall be provided by the concerned mill prior to start of fabrication work.

23. Delivery period shall be counted from the receipt of confirmed purchase order from the concerned sugar mill society.

24. The companies/suppliers/bidders that are registered from National Federation of Co-operative Sugar Factories Ltd., New Delhi will only be participate to E-bid tender of Online Stack Monitoring System .

25. If required L-1 bidder will be called for necessary negotiation afterwords.

26. After the finalization of rate contract the copy of the said rate contract, will be sent to the concerned supplier vide e-mail & same will be uploaded on e- tender portal.

27. If the supplier/bidder is registered with M.S.M.E/Startup should submit the such order, quality and performance report for only one year of material supply to participate in the e-tender. If the tender is final in favour of the supplier registered in the M.S.M.E/Startup, such bidder will have to submit Security Money as per tender document.

28. If in any case any bidder/supplier impose undue influence (Convincing) in that case the concerned bidder/supplier will be debared for next 3 years to participate in any tender process of Federation**.**

29. Any bibber/Supplier are disputed in court not participate in Federation tender**.**

30. The bidder should submit affidavit for in relation to the E-Tender Form Debar and integrity pact (IP) as per attach Performa on Rs.100 Non judicial stamp paper to be uploaded E Tender and hardcopy to be sent through courier/ by post.

31. The Bidder shall upload all required documents strictly at the time of filling e- Tender. No physical document will be accepted at any case during the Tender Process.

32. The bidder/supplier has to submit the proof of capacity to supply in sugar mills.

33. The concerned mill shall arrange proper platform etc at the required sampling points.

GENERAL MANAGER (T)

SECTION III: TECHNICAL E-BID

III(A) **e Bid FORM**

III(B) **SCHEDULE OF REQUIREMENTS**

III(C) **TECHNICAL SPECIFICATIONS**

III(D) **CONTRACT FORM**

III(E) **PERFORMANCE STATEMENT**

III(F) **CAPABILITY STATEMENT**

III(G) **PERFORMANCE SECURITY FORM**

SECTION III(A): e- bid FORM

Date:…….

IFB No UPSUGARFED/CCM/2022-23/P-8282

To:

The Managing Director,
U.P. Cooperative Sugar Factories federation Ltd,
9-A, Rana Pratap Marg
Lucknow(U.P)-226001

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer to deliver……
(Description of Goods and Services) in conformity with the said e-Bid(Section II) of the e-Bid Document and will supply of **Online Stack Monitoring System** from our manufacturing works/units as per specifications (Section III(c)) to your factories in addition to this, the particulars of our organization such as legal status, details of experience and past performance, capability statement and the required e-Bid security/EMD for Rs. 3,00,000 (Rupees Three Lacs only) in the form of RTGS/ NEFT/ NET BANKING in favour of U.P. Cooperative Sugar Factories Federation Ltd, Lucknow, is furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver **Online Stack Monitoring System** in accordance with the delivery schedule specified in the Schedule of Requirements (Section III(B)).

We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us. All the terms and conditions of the e-tender Document are acceptable to us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this……day of ……..20……..

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Signature (in the capacity of)

Duly authorized to sign e-Bid for and on behalf of ……..

SECTION III(B): SCHEDULE OF REQUIREMENTS

Item Code	Brief Description	Destination	Delivery Schedule	e-Bid E.M.D
As per the details given in the SECTION III (C) TECHNICAL SPECIFICATIONS		Various sugar Factories of UP co-op. sugar Factories Federation Ltd. located in different parts of U.P.	. To be dispatched within 8-10 weeks or as per requirement from receipt of order.	Rs 3,00,000/-

SECTION III (C) TECHNICAL SPECIFICATIONS

Online Continuous Emission Stack Monitoring System (Stack)

Sr.No.	Technical Specification
1.	Online stack monitoring system along with display, modem, data logger and other associated equipment which should strictly comply to CPCB &SPCB guidelines & norms and should be linked with CPCB & UPCB server for transfer of data desired by them, The supply of equipment should be accordance to global standard and approved by TUV, MCERTS, USEPA.
2.	One No panel including Switch, Plugs & SMPS, Network switches, Firewall systems with complete heat resistant 3core wiring & accessories shall be provided by supplier.
3.	Two Nos additional Analogue output 4 to 20mA shall be provided by the supplier for local system.
4.	The data Logger should capable itself to retail one month data with time stamping.
5.	Data transfer protocol should be IEC 60870-5-104 Protocol for time stamping.
6.	A three layer firewall network security system shall also be provided by the supplier for our data safety & security.
7.	The erection & Commissioning of the system including cable, Cable laying and other associated work in supplier's scope.
8.	During the season in case of any problem, supplier has to depute their engineer within 4 hours.
9.	The system shall include GSM 3G/4G modem/data card. The transmission must support different media modes like GPS/CDMA/Broad band etc.
10.	The system should be along with safety box for local control system.
11.	The system should be connected to a power source with adequate capacity to avoid any power disruption.
12.	Measurement techniques of the monitoring system shall be Light Scattering must be compatible to our existing boiler emissions.
13.	Data capture rate, more than 85% shall be ensured.
14.	Arrangement shall be made for the calibration of system at variable loads in case of variation in the results of monitoring system.
15.	Data validation shall be incorporated in the software having two/three stage validation with data generator, SPCB/CPCB.
16.	The data/comparison verification shall be done by labs empanelled by CPCB using standard reference methods at specified frequency.
17.	The supplier has to ensure the AMC of the complete system along with data transfer to CPCB/SPCB for the next 3years continuously. No extra payment shall be made to the supplier for next three years against AMC & data transfer. The Supplier has to replace the sensors etc free of cost during this 3years period.
18.	The supplier has to arrange the data transfer of ETP & tubewell also to the CPCB along with stacks for the next 3 years included in the AMC of stack monitoring system.

Details of Stack Monitoring System to be Installed :-

S No	MILL	CAPACITY	NO OF STACK
1	BELRAYAN	5000	3
2	SARSAWA	2750	2
3	BISALPUR	2750	2
4	M.BAD	2750	2
5	TILHAR	2500	2
6	GAJRAULA	2500	2
7	PURANPUR	2500	2
8	GHOSI	2500	2
9	BILASPUR	2000	2
10	BADAUN	1250	1
11	KAIMGANJ	1250	1
12	SULTANPUR	1250	1
TOTAL NO. OF STACKS			**22**

SECTION III(D) AGREEMENT

NOT EXECUTED

SECTION III(E) : PERFORMANCE STATEMENT

Online Stack Monitoring System supplied satisfactorily in previous Three year to private, co-operative and government sugar mills
Name of Company/Firm ……

Order placed by (Full address of Purchaser)	Order No. & Date	Description & Quantity of ordered goods	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any
				As per contract	Actual	
1	2	3	4	5	6	7

Signature and seal of the E-Bidder
With name of the authorized person

SECTION III (F) : CAPABILITY STATEMENT (CS)

1. (a) Name and complete mailing address of the business/sales office of the bidder.

(b) Name of Authorized Official
(c) Phone:
(d) Fax:
(e) E-mail:
(f) Principal place of business
(g) Website of Bidder's Firm

2. Parties Will Have To Furnish Under Noted Information During The Technical Discussions With Documentary Proof:

SN	Particulars	Online Stack Monitoring System with all Accessories.
1	Certificate for Manufacturing supply of Online Stack Monitoring System submitted by supplier	
2	Acceptance of supply of Online Stack Monitoring System	
3	Detail of Tender Fee	
4	Detail of E.M.D	
5	Orders for supply Online Stack Monitoring System satisfactorily in last three year to sugar mills of Govt/Private sector	
6	Performance certificate satisfactorily supply Online Stack Monitoring System satisfactorily in last three year to sugar mills of Govt/Private sector for last three years	
7	Details of last three years turnover duly certified by Chartered Accountant mentions membership and UDIN Number.	
8	Copy of past three years performance certificate.	
9	Copy of last submitted Income Tax Return and PAN card (self attested)	
10	Details of GST Registration NO	
11	Copy of last audited balance sheet	
12	Status of the company along with names of Directors/Partners/Proprietor along with documents	

13	Affidavit in relation to the E-tender for debar and integrity (IP) as per attach performa on Rs.100 non judicial Stamp Paper	
14	Firm's bank details to arrange EMD refund, if required. RTGS details 1. Name of the bank 2. Account number 3. IFSC Code	

Seal and signature of the bidder_____
With Name of Authorized
Official signing the agreement**.**

TO WHOM IT MAY CONCERN
AFFIDAVIT IN RELATION TO THE E-TENDER FOR DEBAR & INTEGRITY PACT(IP)

I ..... (Full Name), aged about, ... S/O Shri ..... (Full Name), is resident of ..... (Permanent address/present address), is the director/representative/partner of M/s ..... (address of registered office), do hereby solemnly affirm and state on oath as under;

1- I/We state and confirm that I/we or our holding company/subsidiary company have not been convicted by any court of law or indicated or adverse orders passed by a Regulatory Authority or Government of India/State Governments/ Undertakings or any FIR related to economic or criminal offence has been lodged against the directors/senior officials of the Company/Firm/me which would cast a doubt on our ability to manage/deal with the public sector unit or which relates to grave offence that outrages the moral sense of the community.

2 -I/We further state and confirm that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted/Black-Listed by any agency of the Government of India/State Governments/Undertakings and/or not been convicted for any offence by any court of law by me/us or by any of our holding/subsidiary company.

3. I/We undertake that in case of any change in the facts and circumstances during the agreement period, such change would attract the provisions of disqualification mentioned in tender document.

4. I/We state and confirm that I/we have not been debarred/disqualified from participating in the tender process of Government of India or State Governments or their instrumentalities.

5- I/We state and confirm that the applicant or in case of a Consortium, any member of the Consortium has made, incorrect, misleading or false misrepresentation in the forms, statements and attachments submitted, whether intentionally or unintentionally be dropped from further consideration.

6- Party has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means and behaviour maintaining complete transparency and fairness in all activities concerning Bidding, Contracting/Rate Contracting and performance thereto.

7. Party shall not use any corrupt practices including fraud, misrepresentation, misleading or forged/false documents, concealing/suppressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelisation, collusion, collusive bidding, cover bidding, Bid suppression and Market allocation

8. The party hereby agrees that he will not indulge in any such activity and will inform Managing Director, UP Cooperative Sugar Factories Federation Ltd/General Manager of relevant Sugar Mill if any such activity is on.

9. In case of failure or default in terms of this affidavit the officers of Federation/Public Authority will be subjected to actions prescribed under the relevant Servant Conduct Rules/Discipline and Appeal Rules etc. including penal actions and prosecution, while the Supplier will bear any or a combination of following penalties:

(a) Cancellation of Contract/Rate Contracts (RCs)
(b) Cancellation of Registration
(c) Forfeiture of all securities and performance Bank Guarantees

(d) Refusal to grant Registration and contracts/RCs for further period of 3 (three) years
(e) Suspension and/or banning the business dealings for period upto 3 (three) years
(f) Any other administrative or penal actions as deemed fit.
(g) Action under IPC/PC Act and other relevant laws of the country.

10. It has been further agreed that the actions as aforesaid except that at 4(g) above will not require any criminal conviction from any court of law or arbitration but will be based on 'No-contest' basis, upon satisfaction of the MD, UPCSFFL, who will be the competent authority to finally decide the matter on strength of such materials/evidence of default/breach of the terms under this IP.

Deponent

Verification

I ..... above named (authorized signatory), do hereby verify the contents of para 1-5 are true to my personal knowledge.

Signed and verified on .....

Deponent

I identify the deponent who has signed before me.
Advocate

SECTION IV: FINANCIAL e-Bid

IV (A) e –Bid FORM

IV (B) PRICE SCHEDULE/BOQ

SECTION IV(A) : e bid FORM

Date

To:
Managing Director,
U.P. Cooperative Sugar Factories Federation Ltd,
9-A, Rana Pratap Marg,
Lucknow

Dear Sir,

Having examined the e-Bid Documents, we the undersigned, offer to supply…….(Description of Goods and services) inconformity with the said e-Bid Documents for the rates as may be ascertained in accordance with the schedule of rates attached herewith and made part of this e-bid, and hereby undertake that we accept all terms and conditions of E-Tender/contract (section II) of the e-Bid Document and will supply of Online Stack Monitoring System from our manufacturing works/unit as per the Technical specifications (Section III (c) to your sugar factories. In addition to this, the particulars of our organization such as legal status principal place of business, details of experience and past performance, capability statement and the required e-Bid security in the form of RTGS/ NEFT/ NET BANKING in favour of U.P. Cooperative Sugar Factories Federation Ltd. Lucknow are furnished with this e-Bid form

We further undertake, if our e-Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements (section III(b))

We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
Until a formal contract is prepared and executed, this e-Bid, together with you, written acceptance thereof and your notification of award shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated …….day of ……..20

…….. ……..
(Signature & Name of official) (In the capacity of)

Duly authorized to sign e-Bid for and on behalf of

SECTION IV(B): PRICE SCHEDULE / BOQ

Validate Print Help m Wise BoQ

Tender Inviting Authority: U.P. CO-operatvive Sugar Factories Federation LTd. Lucknow

Name of Work: COMPETITIVE e-bidding FOR SUPPLY OF ONLINE STACK MONITORING SYSTEM REQUIRED FOR VARIOUS CO-OPERATIVE SUGAR FACTORIES IN UTTAR PRADESH

Contract No: 18/UPF/तक./369/2022-23

Bidder Name :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Particulars	Units	Basic Price (in. Rs.)	GST (in Rs.)	TOTAL AMOUNT Without Taxes	Total Amount With Tax	TOTAL AMOUNT In Words
1	2	5	13	15	53	54	55
1	**Light Scattering Based**						
1.01	Complete Online Stack Monitoring System Suitable for 20 TPH Boiler Chimney	Each			0.00	0.00	INR Zero Only
1.02	Complete Online Stack Monitoring System Suitable for 30 TPH Boiler Chimney	Each			0.00	0.00	INR Zero Only
1.03	Complete Online Stack Monitoring System Suitable for 40 TPH Boiler Chimney	Each			0.00	0.00	INR Zero Only
Total in Figures					0.00	0.00	INR Zero Only
Quoted Rate in Words		**INR Zero Only**					